



DRAFT
SCREENING INFORMATION REQUEST (SIR)
DTFAWA-013-R-00004

ELECTRONIC FEDERAL AVIATION ADMINISTRATION
ACCELERATED AND SIMPLIFIED TASKS
MASTER ORDERING AGREEMENT

(eFAST MOA)

November 30, 2012

PAPER REDUCTION ACT
OMB NO. 2120-0595

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

This Master Ordering Agreement (MOA) is titled “Electronic FAA Accelerated and Simplified Tasks” (eFAST) and is available for use by the Federal Aviation Administration (FAA) and, on a limited basis, and when in the best interest of the Government, by all federal government agencies.

The MOA, which functions as a Blanket Purchase Agreement (BPA), provides for a broad range of comprehensive professional and support services. Construction is not within the scope of this MOA. Contracts issued under the MOA will have the terms and conditions stipulated in the MOA.

(1) MASTER ORDERING AGREEMENT: This Master Ordering Agreement (MOA), with fixed ceiling labor rates, is set-aside and limited to small businesses and Socially and Economically Disadvantaged Businesses (SEDB) concerns: 8(a), Minority Owned Businesses (MOB), Woman Owned Businesses (WOB), Veteran Owned Businesses (VOB), Service Disabled Veteran Owned Small Businesses (SDVOSB), and Indian Tribes and Alaska Native Corporations (ANC).

Other set-asides will be employed as set forth in the FAA’s Acquisition Management System (AMS).

eFAST is a small business set aside program for MOA holders (prime contractors).

(2) MOA CEILING AMOUNT: The combined total ceiling amount for all MOAs under eFAST is \$7.4 billion for the entire fifteen year period of performance, including options..

(3) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODES: For purposes of determining the MOA holder's eligibility as a small business, refer to the Small Business Administration (SBA) website <http://www.sba.gov/content/summary-size-standards-industry>.

The FAA will comply with the SBA’s business size standards.

The MOA holder must qualify as a small business as of the release date of the Screening Information Request (SIR), under any one of the NAICS codes identified in Section C of this MOA.

Other NAICS codes (within the overall scope of this MOA) not specified in this MOA will also be considered for individual contracts/orders.

B.2 SUPPLIES/SERVICES AND PRICES/COSTS

(1) FULLY BURDENED LABOR RATES: The labor rates (Attachment J-4) are fully burdened ceiling rates. A “fully burdened ceiling rate” is defined as the direct hourly labor rate

that include wages, overhead, general and administrative expenses, profit, fringe benefits, and direct tax/labor/payroll burden. These rates, which will represent the maximum labor rates that the Government will consider and/or accept during the life of the MOA, will be used on all fixed price and T&M/LH contracts issued under this MOA, and no other labor rates will be recognized unless lower rates are offered.

Only one (1) labor rate for each labor category, for each Functional Area (FA), may be proposed whether the Contractor or its subcontractor(s) performs work under this MOA. Further, the Contractor may not charge any additional cost for subcontracting work. Separate labor rates for each labor category may be specified for work performed at Government site (onsite) and at Contractor site (offsite). The "Contractor site" rates will be fully burdened and include all costs associated with necessary computer equipment, computer usage, telephones, reproduction services, information systems and any other costs associated with running a successful company.

Subcontracting or consulting work is direct labor, not ODCs.

Price schedules contain the fully burdened ceiling rates for work performed at any location within the 50 states of the United States, the District of Columbia, and all U.S. Territories.

(2) OTHER DIRECT COSTS (ODC) and ADMINISTRATIVE HANDLING RATE

(AHR): This MOA is for professional and support services, and purchases other than labor services will be considered to be within scope if they are ancillary to the overall contract. These supplies/services will be considered other direct costs (ODCs) and will have a standard fixed Administrative Handling Rate (AHR) by which the Contractor may recoup the administrative and handling costs associated with the provisioning of said supplies/services. The AHR will consist of a single percentage that the Contractor will invoice the Government for its handling of ODCs.

Only one AHR may be charged regardless the prime contractor or subcontractor incurs ODCs.

The administrative handling fee may be negotiated at the contract level but will not exceed the percentage specified in the MOA. The Government will not consider changing the AHR during the life of the MOA except should the Contractor propose to lower the rates.

Before acquiring any ODCs for the contracts, the Contractor will coordinate with the Contracting Officer (CO) and/or Program Office Contracting Officer Representative (COR). The Contractor will provide the Contracting Officer/ Program Office COR with estimated costs of the ODCs.

Whenever possible, it is required that sale tax exempt forms are to be provided to vendors when ODCs are purchased.

(3) TRAVEL

All required travel will be specified in individual contracts/orders issued. The cost of transportation, lodging, subsistence and incidental expenses (per diem) incurred by the Contractor personnel when requested to travel in the performance of a contract will comply with the limitations as set forth in FAA Travel Policy, Federal Travel Regulations (FTR) for civilian

agency work; Joint Travel Regulations (JTR) for military agency work; or Joint Federal Travel Regulations (JFTR) for both civilian and military agency work when applicable.

(a) PRIOR APPROVAL OF TRAVEL

Before undertaking any travel in performance of contracts, the Contractor will have travel approved by, and coordinated with, the Program Office COR. The Contractor will notify the Program Office COR, at a minimum, of the number of persons in the party, traveler name(s), destination(s), duration of stay, purpose, and estimated cost.

(b) TRAVEL REIMBURSEMENT METHODOLOGY

The individual contract will include guidance as to whether travel expenses are to be fixed-price or if they will be reimbursed in a specified not to exceed amount at Government rates (FTR, JTR or JFTR). The number of trips, destinations, length of stay, and cost required for completion of travel will be capped by the travel regulations specified in individual contracts/orders (the latest rates at the time of travel apply) when the travel is not set as a fixed-price.

AHR may be applied to travel.

Only one AHR may be charged regardless the prime or subcontractor travels.

Local travel by offsite contractor employees is not considered ODCs.

Whenever possible, it is required that tax exempt forms are to be provided for lodging.

(4) LABOR CATEGORIES

General labor category descriptions, qualifications and allowable substitutions are specified in Attachment J-3. Labor categories are designated as primary and secondary for each FA. Primary labor categories perform work activities that are within the scope of the FA. Secondary labor categories perform related work that supports, augments or is otherwise related to the primary work undertaken. New labor categories may be added at the contract level. If and when labor categories are created in this manner, the resulting labor categories will be added to one or more FAs, and designated as primary and secondary for each FA as appropriate. The new labor categories will be refinements of the general labor categories defined in this SIR. The general ceiling price for a labor category in a functional area defines the maximum for any new labor category created as a refinement of the general labor category. Contractors will be required to propose ceiling prices for new labor categories in the functional areas for which they are qualified, on an ad hoc basis.

Subject Matter Expert (SME) and Introduction of New Service are unpriced labor categories and cost build-up data will be required when utilized. Justification for proposing an SME is required from the program office as well as MOA holder and must be approved by the Contracting Officer.

SMEs are direct labor, not ODCs.

SECTION C – STATEMENT OF WORK

C.1 BACKGROUND AND OBJECTIVE

In order to support its operations for 2013 and beyond, the FAA will require a broad range of comprehensive professional and support services. This professional and support services acquisition vehicle allows long term procurements for an expanded array of professional and support services to better serve the requirements of the FAA, and on a limited basis and when in the best interest of the Government, all other federal government agencies, nationwide, in an expedited efficient and effective manner. The MOA will be the FAA's preferred small business contracting vehicle for services. This is the second generation of the eFAST program.

C.2 SCOPE

The scope of work delineated below (Ref: AMS T3.8.2 Service Contracting) is representative, but not all-inclusive, of the type of services anticipated to be provided under this MOA. The FAA may issue contracts to any of the Contractors selected for tasks encompassing any or all of the services detailed in this Statement of Work (SOW). Specific services will be identified and ordered at the contract level.

(1) Technical, engineering, and scientific expertise, advice, analysis, studies, or reports in areas such as: information technology design, programming, networking, installation, operation, data management, and customer support; definition and design of systems, equipment, software and facilities; system engineering; requirements management and specification development; modeling and simulation; risk analysis and management; cost estimating; human factors engineering; information security; testing and operational evaluation; logistics support analysis; technical writing; and expertise and analysis on the effectiveness, efficiency, or economy of technical operations of equipment, systems, services, or procedures.

(2) Professional, management, and administrative expertise, advice, analysis, studies, or reports in areas such as: program management, execution, and control; procurement management; employee training and development; payroll and finance administration; budget formulation and execution; cost and benefit analysis; economic and regulatory analysis; environmental analysis; energy management analysis; management and organizational evaluation; staffing, workload and workflow analysis; conferences, seminars, and meetings; public events and writing; and expertise and analysis on the effectiveness, efficiency, or economy of management and general administrative operations and procedures.

Incidental services (e.g. administrative support) in these areas are necessary to provide ancillary support to these projects.

(3) Advisory and assistance services provided under contract by nongovernmental sources to support or improve agency policy development, decision-making, management, and administration, or to support or improve the operation of managerial or hardware systems. Advisory and assistance contracts provide outside points of view from individuals with special skills or knowledge from industry, universities or research foundations. The use of these services helps to prevent too-limited judgments on critical issues, facilitating alternative solutions to complex issues. Examples of advisory and assistance functions include studies, analyses and

evaluations; and management and professional and support services (including consultants, experts and advisors).

(4) Major systems support:

(a) Management of the acquisition of major systems, including:

- * Analysis of agency missions
- * Determination of mission needs
- * Setting of program objectives
- * Determination of system requirements
- * System program planning
- * Budgeting
- * Funding
- * Research
- * Engineering
- * Development
- * Testing and evaluation
- * Contracting
- * Production
- * Program and management control
- * Introduction of the system into use or otherwise successful achievement of program objectives.

(b) All programs for the acquisition of major systems even though:

(1) The system is one-of-a-kind.

(2) The agency's involvement in the system is limited to the development of demonstration hardware for optional use by the private sector rather than for the agency's own use.

(5) Any other areas of technical and professional and support services contracting that are not identified and described in the Acquisition Management System (AMS) definition, above, including new areas of support services contracting which may emerge during the life of the MOA.

(6) Any services identified in the NAICS codes described below, or any services identified in NAICS codes which are determined to be appropriate for performing services in areas 1-4 above.

(7) Introduction of new and/or innovative types of services.

(8) Additional tasks are derived from the FAA integrated Capability Maturity Model (iCMM), Version 2, and are compliant with the requirements identified in the FAA AMS. These tasks may be combined to support any of the business or technical support functions required by the FAA, including those cited in the NAS (National Airspace System) System Engineering Manual (SEM).

C.3 FUNCTIONAL AREAS (FA):

The following functional areas are described in a generic form based on process orientation, and may be combined in a specific contract requirement. These functional areas can be grouped to support any range of functional disciplines and elements of the FAA systems life cycle, and all facets of management in support of FAA business areas and systems, mission support and information systems, as well as administrative processes and systems.

FA Code	Functions/Activities/Business Areas
ATS	Air transportation support including Architectural, Electrical and Wiring, Environmental Remediation, Environmental, Facilities Support, Biological, Chemical, Energy, Hydrology, Physics, Radio, Safety, Security, Weather Forecasting, Services Meteorological
BAM	Business administration and management including Accounting/Budgeting/Finance, Acquisition/Procurement, Administrative Management, General Management, Human Resources, Equal Employment Opportunity, Advertising, Marketing, Public Relations, Event Planning, Process Analysis, Application Content Management, Office Management, Training, Developing Training Materials, Graphic Artist Services
R&D	Research and development in the Physical and Life Sciences, including Astronomy, Biology, Chemistry, Computers, Computer Science, Ecology, Environmental, Geology, Hydrology, Mathematics, Meteorology, Oceanography, Physics, Statistics, Theoretical/Modeling, Operations Research
ES	Engineering services including Systems Engineering, System Analysis, Specialty Engineering, System Security, Hardware Engineering, Software Engineering, Configuration Management, Quality Assurance, Test, Acoustical, Aeronautics, Aerospace, Astrophysics, Chemical, Civil, Combustion, Communications, Construction, Electrical, Environmental, Erosion Control, Geological, Geophysical, Heating, Human Factors, Hydraulics, Industrial, Logistics, Manufacturing, Marine, Mechanical, Nuclear, Operations Research, Developing Training Materials, Air Traffic Operations Analysis/Design/Development, Air Traffic Safety System Analysis/Design/Development, Air Traffic Management Analysis/Design/Development, Air Traffic Operations Training, Air Traffic Safety System Training, Air Traffic Management Training, Training
CSD	Computer system development including Information Analysis/Business Intelligence, Database Analysis/ Design/Development, Computer Program Analysis/Design/Development, Computer System Analysis/Design/Development, Web Site Analysis/Design/Development, Graphic Design, Computer System Server Analysis/Design/Test, Developing Training Materials, Training, Information Assurance Analysis/Test, Enterprise Architecture, Information Technology Systems Architecture, Network Analysis/Design/Test, Computer System Quality Assurance, Software Engineering, Graphic Design
CSS	Computer system support including Database Administration, Computer Program Maintenance, Computer Maintenance, Server Maintenance/Operations, Network Maintenance/Operations, Web Site Maintenance, Help Desk, Telecommunication

	Services, Information Assurance Analysis/Test, Computer System Quality Assurance, Software Engineering
D&T	Documentation and training support including Analyze/Prepare/Edit Technical Documentation, Analyze/Prepare/Edit Business Documentation, Analyze/Prepare/Edit/Deliver Training, Analyze/Prepare/Edit/Deliver Computer Based Training
M&R	Equipment maintenance and repair including General Equipment Repair, Specialized Equipment Repair

FA Code	Functional Area	NAICS
ATS	Air Transportation Support	238210, 488111, 488119, 488190, 541310, 541380, 541620, 541690, 541990, 561210, 562910
BAM	Business Administration & Management	541211, 541214, 541219, 541611, 541612, 541613, 541614, 541618, 561110, 561499, 561611
R&D	Research & Development	541712, 541720
ES	Engineering Services	541330
CSD	Computer/Information Systems Development	541430, 541511, 541512
CSS	Computer Systems Support	518210, 519190, 541513, 541519
D&T	Documentation & Training	561410, 611420, 611430, 611512, 611710
M&R	Maintenance & Repair	811212, 811213, 811219

NAICS

Code	NAICS Title
238210	Electrical Contractors and Other Wiring Installation Contractors
488111	Air Traffic Control Services
488119	Other Airport Operations
488190	Other Support Activities for Air Transportation
518210	Data Processing, Hosting and Related Services
519190	All Other Information Services
541211	Offices of Certified Public Accountants
541214	Payroll Services
541219	Other Accounting Services
541310	Architectural Services
541330	Engineering Services
541380	Testing Laboratories
541430	Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management and General Management Consulting Services

541612	Human Resources Consulting Services
541613	Marketing Consulting Services
541614	Process, Physical Distribution, and Logistics Consulting Services
541618	Other Management Consulting Services
541620	Environmental Consulting Services
541690	Other Scientific and Technical Consulting Services
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)
541720	Research and Development in the Social Sciences and Humanities
541990	All Other Professional, Scientific, and Technical Services
561110	Office Administrative Services
561210	Facilities Support Services
561410	Documentation Preparation Services
561499	Other Business Support Services
561611	Investigation Services
562910	Remediation Services
611420	Computer Training
611430	Professional & Management Development Training
611512	Flight Training
611710	Educational Support Services
811212	Computer and Office Machine Repair and Maintenance
811213	Communication Equipment Repair and Maintenance
811219	Other Electronic and Precision Equipment Repair and Maintenance

Notes:

NAICS Code 541330: Special \$27m size standard for Military and Aerospace Equipment and Military Weapons

NAICS Code 541712, Except Aircraft under the U.S. Industry Title: 1500 size standards in number of employees

For some NAICS Codes, AMS Clause 3.6.1-7 may not apply. Specifications will be at the contract level.

SECTION D - PACKAGING AND MARKING

D.1 GENERAL

The requirements of this Section D apply when there are deliveries/deliverables included in a contract. All products delivered under contracts of this MOA will be packaged in accordance with best commercial practices. The ordering agency may include additional packaging and marking requirements, other than those enumerated in this section, on individual contracts. In the event of conflict between an order and this MOA, the MOA will control.

D.2 PACKING, MARKING AND STORAGE OF EQUIPMENT

All packing, marking and storage expenses which are incidental to Contractor's shipping of the materials under this MOA will be made at the Contractor's expense (and not on a reimbursable basis).

D.3 EQUIPMENT REMOVAL

Unless otherwise specifically addressed in a contract issued hereunder, the Contractor will be solely responsible for removing (at its expense, not on a reimbursable basis) within ninety (90) days after expiration or earlier termination of the applicable contract, all of its personal property (e.g., equipment, supplies, etc.) which it has placed at government premises during the course of performance for the applicable contract.

SECTION E – INSPECTION AND ACCEPTANCE

All quality requirements applicable to this effort are specified at Section I. The Government reserves the right to specify additional quality requirements in individual contracts issued hereunder.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

Subject to the Recertification language enumerated elsewhere, a Contractor that is currently an eFAST MOA holder will receive a modification to its original MOA that extends its period of performance as enumerated below and incorporates this revised Statement of Work.

A Contractor that is not currently an eFAST MOA holder will receive a new MOA award.

The period of performance of the MOA is the Date of Award through September 30, 2019 with an additional five-year option period.

Specific periods of performance, which will be specified in individual contracts/orders, will not exceed the periods of performance of the MOA.

F.2 PLACES OF PERFORMANCE

The performance scope for this MOA includes the 50 states of the United States of America, the District of Columbia, and all U.S. Territories either at Contractor's facilities (offsite), or on government facilities (onsite). Specific places of performance will be specified in individual contracts. Regardless of place of performance, the Contractor must have the capability of providing services using personnel with minimal need for reimbursement of travel costs.

F.3 DELIVERY AND PERFORMANCE

All work performed under contracts of the MOA will be at the highest quality applicable and delivered according to a provided statement of objectives (SOO) or statement of work (SOW). The Contractor will deliver and perform according to the requirements of the task order contract, and may be denied further work for substandard performance. Additional deliveries or performance requirements in contracts, other than those enumerated in this section, such as (1) optional clauses, (2) agency clauses, or (3) order specific clauses, may be included in individual contracts/orders. In the event of conflict between a contract/order and this MOA, the contract/order will control.

Some contracts/orders may have work containing a combination of contract types including but not limited to Firm-Fixed Price, Fixed Price Level of Effort, Cost Reimbursement, Time and Materials, and Labor Hours contracts. The Contracting Officer (CO) is responsible for identifying the applicable contract type(s), which will be stated in the contract/order- .

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION

The Office of Primary Responsibility for this MOA is AAQ-430.

Office of Acquisition and Contracting
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, DC20591

G.2 AUTHORITY

G.2.1 FAA PROCURING CONTRACTING OFFICER

The FAA Procuring Contracting Officer (PCO) has the overall responsibility for the MOA. The PCO is authorized to take action on behalf of the Government to: (1) direct or negotiate any changes in the MOA; (2) modify or extend the agreement period; (3) otherwise change the terms and conditions of the MOA; and (4) issue contracts and their modifications.

It is the responsibility of the MOA holder to notify the PCO immediately if there is any appearance of technical or other direction that is, or may be, outside the scope of the MOA.

G.2.2 ORDERING CONTRACTING OFFICER (OCO)

The PCO will delegate duties described in Section G.2.1(4) to contracting officers, within FAA and other federal government agencies and assure orderly performance of contracts. The Contractor will direct all written inquiries, pertaining to specific contracts through the OCO. The PCO is available if the OCO is not available. Additionally, any contracting officer in the eFAST program office will be available to act on the behalf of the OCO's if the OCO is not available. The OCO may also be the Administrative Contracting Officer (ACO).

G.3 TECHNICAL REPRESENTATIVES

G.3.1 eFAST Contracting Officer's Representative (eFAST COR)

The MOA will have a dedicated eFAST Contracting Officer's Representative (eFAST COR) eFAST COR who will perform as the technical manager of the eFAST Program. The PCO may name such individual in a letter of delegation which will indicate the individual, title, and stipulate the rights, responsibilities, and limitations of his/her appointment. In any event, no such named individual has the authority to issue any direction under the MOA either technical or otherwise, which constitutes a change to the terms, conditions, price, or delivery schedule of the MOA. Only the PCO is authorized to alter the MOA in any manner.

(1) The eFAST COR is authorized to give technical direction and review and recommend approval of:

- (a) Technical matters not involving a change in the scope, price, terms or conditions of the MOA;
- (b) Progress Reports;
- (c) Inspection and acceptance of supplies/services; and

- (d) Invoices.
- (2) The eFAST COR is not authorized to issue technical instructions that:
 - (a) Institute additional work outside the scope of the MOA;
 - (b) Constitutes a change to the MOA or contracts;
 - (c) Cause an increase or decrease in the estimated costs of contracts;
 - (d) Alters the period of performance; or
 - (e) Changes any of the other express terms or conditions of the MOA.
- (3) If provided verbally, technical direction will be issued or confirmed in writing by the CO.

G.3.2 Program Office Contracting Officer's Representative (Program Office COR)

The Contracting Officer will, upon contract award or thereafter, appoint a Contracting Officer's Representative (Program Office COR) in writing for a contract or series of contracts awarded to MOA holders. The Program Office COR is analogous to the Government's project manager, project officer, task manager, etc. The delegation letter will indicate the individual, title, and stipulate the rights, responsibilities, and limitations of his/her appointment.

In any event, no such named individual has the authority to issue any direction under the MOA either technical or otherwise, which constitutes a change to the terms, conditions, price, or delivery schedule of the MOA. The Program Office COR will also actively participate in annual contract evaluations.

- (1) The Program Office COR is authorized to review and recommend approval of:
 - (a) Technical matters not involving a change in the scope, price, terms or conditions of the MOA or the individual contract;
 - (b) Progress Reports;
 - (c) Inspection and acceptance of supplies/services; and
 - (d) Invoices.
- (2) The Program Office COR is not authorized to issue technical instructions that:
 - (a) Institute additional work outside the scope of the MOA or contract;
 - (b) Constitute a change to the MOA or contracts;
 - (c) Cause an increase or decrease in the estimated cost of the contract;
 - (d) Alter the period of performance; and
 - (e) Change any of the other express terms or conditions of the MOA.

G.4 INTERPRETATION OR MODIFICATION

No verbal statement or written statement by anyone other than the PCO, or his/her authorized representative acting within the scope of his/her authority, will be interpreted as modifying or otherwise affecting the terms of the MOA. All requests for interpretation or modification will be made in writing to the PCO.

G.5 APPLICABLE STANDARDS AND GUIDELINES

All work completed under contracts of the MOA will comply with, as a minimum, the latest versions of all applicable FAA and Department of Transportation (DOT) orders, Office of Management and Budget circulars, standards from the American National Standards Institute,

and National Institute of Standards and Technology, including Federal Information Processing Standards publications. Specific contracts will reference applicable versions of standards or exceptions as necessary.

G.6 PAYMENT ADDRESS

DOT/FAA

Accounts Payable, AMZ-110

POB 25710

Oklahoma City, OK 73125

G.7 HOURS OF WORK

For informational purposes, the FAA observes a five (5) day work week. The normal FAA core hours of operation are 7:00 A.M. to 5:00 P.M. The Contractor will observe and schedule work hours of personnel as required in contracts or as otherwise identified in the SOW or in writing by the Contracting Officer.

G.8 HOLIDAY AND GOVERNMENT AUTHORIZED LEAVE

(1) For informational purposes, the Government observes holidays below:

(a) Federal holidays listed on the Office of Personnel Management (OPM) website:

http://www.opm.gov/Operating_Status_Schedules/fedhol/

(b) Any other day designated by Federal statute.

(c) Any other day designated by Executive Order.

(d) Any other day designated by Presidential proclamation.

The Government will not pay for any holiday unless actual work on such holidays has been authorized in writing by the contract or the Contracting Officer. When so approved, the work must actually be performed on the holiday, and no overtime/premium pay is applicable.

(2) When the Federal Government grants excused absence to its employees, Contractor personnel may also be dismissed at the discretion of the Contracting Officer. However, the Contractor will not be reimbursed for the hours of excused absence. The Government will reimburse the Contractor only for the actual hours worked by its employees.

G.9 TELEWORK

Telework is not allowed unless specifically authorized by the Contracting Officer at the contract/order level.

G.10 REPORTING REQUIREMENTS AND PROBLEMS

G.10.1 Contract Administration Reporting

The Contractor will submit monthly contract administration information to the Contracting Officer concerning the status of its active contracts (Attachment J-8) and a final summary report at the end of the contract performance, one form for each contract.

G.10.2 Program Reviews

The MOA holder will participate with the Government in program reviews, if conducted, at a time and location of the Government's choice. The FAA will provide advance notice of such meetings. Program reviews will be used to help monitor, and improve where necessary, contract performance. Associated costs with the attendance at these reviews will be at no direct cost to the Government.

G.10.3 Immediate Issue/Problem Reporting

The Contractor will bring actual or potential problems to the attention of the Contracting Officer or Program Office COR as soon as they are known. Oral reports of issues and/or problems will be followed by written narrative reports within five (5) business days.

G.11 WORK AT RISK

Unauthorized work performance will not be reimbursed by the Government.

G.12 CURRENT AND PAST PERFORMANCE INFORMATION

The Government may collect performance evaluations for individual contracts/orders. The requiring office/Program Office COR will assess the Contractor's performance in areas such as quality, timeliness, cost control and business relations. Such ratings may have bearing on the Contractor's likelihood to receive future contracts/ taskorders.

G.13 CONTRACT CLOSE OUT

The Contractor agrees to work in partnership with the Contracting Officer to close out contracts as soon as possible after they are physically completed. Since this is primarily a services contract, it is anticipated the costs under non-labor CLINS are to be an insignificant amount to the extent that will allow for the provisional rates established to be used as the basis to negotiate final costs on non-fixed-price contracts issued under the MOA. However, the Contracting Officer for the individual contract has the authority to require an audit of final indirect cost rates, as provided in AMS 3.3.1-5, when determined necessary to protect the Government's interest.

(1) Upon the completion of a contract, the Contractor will communicate with the Program Office COR to determine that all work was completed and accepted.

(2) The Contractor will request property disposition for a contract involving Government Furnished Property and/or Contractor acquired property on behalf of the Government. The request will be made in writing and submitted to the Program Office COR. The request will include an inventory (description, quantity, location, value, condition) of property of disposition. The Program Office COR will respond and provide written disposition instructions to the Contractor.

(3) The Contractor will submit the following information and documents for each separate contract:

- (a) Contractor's assignment of refund rebates and credits.
- (b) Contractor's release.
- (c) Report of inventions and subcontracts, materials and software.
- (d) A list of all Government Furnished Equipment (GFE) and the intended time and place for return.

(e) Final Invoice must be identified as "Final Invoice".

(4) The Contracting Officer will issue a modification to de-obligate any remaining funds and close out the contract.

G.14 PROTESTS AND DISPUTES

As a condition of award, the MOA holder agrees that no protest, dispute or any other legal action is authorized in connection with the issuance, or proposed issuance, of a contract, task order, or any other action under the MOA.

G.15 POINTS OF CONTACT

The MOA holder will designate a primary and an alternate point of contact (POC) who will interact with the Government concerning the MOA and resulting contracts.

G.16 STANDARD DOCUMENT FORMATS

The FAA may require the Contractor to submit documents using the standard formats or online forms provided by the FAA.

G.17 SMALL BUSINESS CREDITS

The contracting office, that awards contracts/orders, will receive small business credits.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPES

This is a Multiple Award/Master Ordering Agreement (MA/MOA) including but not limited to Firm-Fixed Price, Fixed Price Level of Effort, Cost Reimbursement, Time and Materials, and Labor Hours contracts.

H.2 FUNCTIONAL AREAS (FA)

The MOA holder is pre-qualified to participate in the eFAST program. Only one (1) MOA may be awarded to a company. There is no limit number of MOA holders in each FA.

Attachment J-6 is included in the MOA to indicate the FA(s) identified in the SOW (Section C) for which the MOA holder qualifies for contract awards.

The MOA holder is not required to support all FAs. Further, to qualify for a FA, the MOA holder only needs to qualify for any one NAICS code under that FA. The MOA holder may only submit proposals for requirements in FA(s) they qualify for whether as an individual MOA holder or as a MOA holder team including Contractor Team Arrangements (CTA) and Subcontractor Teaming Agreements (STA). The MOA holder proposing team members to form a STA for a MOA award must qualify for the NAICS code(s) or FA(s) independent from its team members. Should there be a predominate NAICS code for an individual contract/ task order, the MOA holder must hold that NAICS code at time of award of the MOA to be awarded the individual contract/ task order.

H.3 CONTRACTOR TEAMING

An offeror may participate in the eFAST program by forming teams as follows:

- MOA holder with Subcontractor Team Agreements (STAs); or,
- Contractor Team Arrangements (CTAs).

(1) Offerors may create STAs for MOA awards or on the individual task order level. These will be labeled as “MOA Holder with Subcontractor Team Agreements (STA)”. The following will apply:

- (a) Lead offeror (Prime Contractor) must be a small business and a current eFAST MOA holder.
- (b) The Prime Contractor will manage its subcontractor teams. The Contractor will be solely responsible for quality and timeliness of all work performed by the subcontractor, and the subcontractor's performance is attributable to the team. AMS Clause 3.6.1-7 will be applied to individual contracts with STA participation. The FAA will review each contract periodically to ensure compliance.
- (c) As part of the MOA proposal or as part of its proposal for each individual contract/ task order, the offeror proposing a STA must provide:
 1. A completed Attachment J-2 (Business Declaration Form) as a prerequisite for subcontractor(s) inclusion in contract performance.

2. A current D&B past performance Open Ratings report (within one [1] year from the date of report issuance); No other past performance information will be accepted; and,
- (d) A completed Attachment J-6 (Business Classification and Functional Area Matrix). The Contractor may add or remove STA team member(s), subject to approval of the Contracting Officer, by submitting all specified documents in paragraph (c) above. The minimum Open Ratings score a subcontractor must obtain is 80. Additionally, an MOA holder may propose new STA team member(s) when submitting proposals for individual contract/order opportunities. An MOA holder may propose subcontractors who are on the eFAST subcontractor list, and Open Ratings reports are not required for these subcontractors.
- (e) The Contractor will flow down contract clauses applicable to its STA team member(s).

MOA holders are only eligible for contract/orders for which the prime contractor holds the appropriate Functional Area.

The AMS Clause 3.6.1-7 may be waived for one full time equivalent (FTE) and contracts under \$100,000 only at the discretion of the Contracting Officer. For all others, the FAA does not intend to grant waivers.

MOA holders may utilize the services of self-employed (1099) individuals. They are considered subcontractors. However, they will not be required to submit Open Rating reports.

A large business, that accumulates a total subcontract value exceeding \$10 million under the eFAST program, will be required to participate in the FAA's Mentor Protégé Program (Ref. AMS Clause 3.6.1-9).

(2) Contractor Team Arrangements (CTAs) will be in compliance with the AMS Policy 3.2.2.7.3 - Contractor Team Arrangements, and AMS Clause 3.2.2.7-8, Disclosure of Team Arrangements. The following will apply:

- (a) CTAs are teaming agreements exclusive for MOA holders and can only be formed after MOA(s) award. A completed Attachment J-6 (Business Classification and Functional Area Matrix) must be provided as part of its CTA proposal for an individual task order.
- (b) MOA holders with STAs will not be eligible to participate on CTAs (unless all STA members are small businesses).
- (c) In order for a CTA to be recognized by the eFAST program, MOA holders must comply with AMS Clause 3.2.2.7-8. In addition, the CTA must clearly identify all participants in the agreement, roles, responsibilities, and point of contact information.
- (d) AMS clause 3.6.1-7, Limitations on Subcontracting, will not be applied to CTAs. However, subcontracting outside the CTA will not be allowed.
- (e) CTAs can be established for individual or multiple contract opportunities. There is no limit to the number of CTAs an individual MOA holder can be a part of.

- (f) When CTAs are used, the Government will maintain "privity of contract" with both the CTA Team Lead and Team Member(s). In addition, the CTA Team Lead will be the Government's single point of contact, and representative, for the entire team in the matters of contract administration and other applicable activities.

Additionally, CTA team members' labor rates may be used to respond to eFAST contract/order opportunities.

All CTA team members must be qualified for at least one of the functional areas listed for a contract/order opportunity.

H.4 OPEN SEASONS/ON RAMP

The FAA intends to consider an open-season/on-ramp at the option periods or any time during the life of the program if it is deemed to be in the best interest of the Government. If deemed eligible, companies whose original proposals were not accepted or MOAs were not renewed during the previous option period will be allowed to submit proposals during open seasons.

Additionally, any MOA holder, who is interested in qualifying for other FAs as specified in Section C of this MOA, will be allowed to submit proposals during open seasons. Any individual MOA holder, who is interested in becoming a MOA holder team, will be allowed to submit proposals during open seasons.

H.5 EXIT STRATEGY/OFF RAMP AT THE OPTION PERIOD AND RECERTIFICATION

(1) Any time during the life of the MOA, in the event of a merger or an acquisition of the MOA holder's company that would result in the MOA holder's small business size status to change, the MOA holder/Contractor working on an active contract/ task order may, at the discretion of the Contracting Officer, be prohibited from working on future eFAST contracts/ task orders as a prime contractor. The Contracting Officer may require a transition plan for the work remaining on the contracts/task order(s). Performance must continue until notified by the Contracting Officer.

(2) Prior to exercising the option period of the MOA, the FAA will review the MOA with the (not limited to) following considerations:

(a) The MOA holder has a participation requirement for the option period. The MOA holder/Contractor must have been awarded cumulatively at least \$100,000 in total contract value during the previous contract period(s) to be eligible for an option period. Alternatively the MOA holder/Contractor must have submitted responsive proposals at least 5 times during the base period or previous option period to be eligible for the option period.

(b) The MOA holder will be required to re-certify its business size status and any applicable socio-economic status every year after its fifth year in the program. If a previously awarded small business concern re-represents itself as other than a small business at that time, an option will not be exercised. Simultaneously, if the Contractor is working on active contract/order(s) with option periods, then the Contractor may be required to submit a transition plan for each

contract, subject to the approval of the Contracting Officer, to transition work to another MOA holder of the Government's choice or to propose performing work as a subcontractor under another MOA holder of the Government's choice. AMS Clause 3.6.1-7 Limitations on Subcontracting will not be applicable in this situation. Previously proposed labor rates will not be changed, unless the Contractor offers lower rates. The Contracting Officer may elect to continue performance on the contracts/task order(s) if deemed to be in the best interest of the government.

(c) The Contractor must receive successful past performance evaluation as a condition for the exercise of the option period. The Contractor may be required to submit a current Open Ratings Report among the past performance information that the Government reviews.

(3) The MOA holder is required to inform the Contracting Officer of any pending merger or acquisition and the eventual merger or acquisition of the MOA holder's company.

(4) It is expected that some MOA holders will graduate out of the 8(a) status after the initial five years of performance and after each additional year. MOA holders may remain in the eFAST program as a small business during the period of performance (but out of the 8(a) category) as long as they meet the SBA small business size standards for the NAICS code(s) they qualify under the program.

H.6 CONTRACTS AND THEIR PROCESSING

H.6.1. Contract Overview

Pursuant to AMS 3.8.2.4, performance-based contracting techniques will be applied to contracts issued under this MOA to the maximum extent practicable.

Requirements may be simple or complex. All contract work must be initiated by the end user (requiring/program office).

The MOA holder may only propose for work under its specific qualified FA(s). To participate in another area, it may wish to team with a MOA holder with a broader.

MOA holder's labor rates, by virtue of the competitive award process, will have already been determined to be fair and reasonable. However, the Contracting Officer reserves the right to request cost build-up data for proposed labor rates. The MOA holder's cost build-up data is subject to spot audit by the agency.

H.6.2. Procurement Action Determination

(1) In accordance with AMS Policy 3.6.1.3.4: Set-Asides to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals (8(a) Certified), each acquisition of services having an anticipated dollar value exceeding \$10,000, but not over \$100,000, is automatically reserved exclusively for SEDB (8(a)) vendors, unless the Contracting Officer, with review of the cognizant Small and Small Disadvantaged Utilization Specialist, determines there is not a reasonable expectation of obtaining offers from responsible SEDB (8(a)) concerns that are competitive in terms of market prices, quality and delivery. These procurements may be either competitive or noncompetitive.

In addition, other individual procurements outside the above specified range may be set-aside for competitive award among SEDBs that are 8(a) certified when appropriate.

(2) Contracts may be issued noncompetitively to MOA holders whenever circumstances warrant the exercise of any exception set forth in AMS Policy, 3.6.1.3.5: Non-Competitive Awards to SEDB [8(a)] Vendors, individual contracts may be noncompetitively awarded to SEDB (8(a)) vendors when the anticipated total value of the procurement (including all options) is at the AMS noncompetitive dollar threshold or below for other than procurements assigned manufacturing NAICS codes. Where a procurement exceeds the noncompetitive threshold, the procurement may be awarded on a noncompetitive basis to SEDB (8(a)) vendors if (1) there is not a reasonable expectation that at least two or more SEDB (8(a)) sources will submit offers that are in the Government's best interest in terms of quality, price and/or delivery; or (2) the award will be made to a concern owned by an Indian tribe or an Alaska Native Corporation.

(3) In accordance with AMS Policy, 3.6.1.3.6: Set-Asides to Service-Disabled Veteran Owned Small Businesses, where appropriate, procurements may be awarded noncompetitively or set-aside competitively for award among SDVOSBs.

(4) The Contracting Officer may use tiered evaluation techniques in order to target as priorities particular categories of contractors (e.g. 8(a), SEDB (8(a))) while allowing the opportunity for MOA holders in other categories to bid, if necessary.

(5) The Contracting Officer may make a contract award decision under one or more NAICS codes/FAs for requirements as a result of one of the following procurement actions:

- (a) Issue a directed award to an 8(a) small business up to the noncompetitive threshold; or
- (b) Issue a directed award to a SDVOSB with no dollar limit; or
- (c) Issue a directed award to an ANC (8(a)) small business with no dollar limit; or
- (d) Set aside for only 8(a) small businesses with no dollar limit; or
- (e) Set aside for only SDVOSBs with no dollar limit; or
- (f) Set aside for paragraphs (d) and (e) above with no dollar limit; or
- (g) Open competition to all MOA holders.

H.6.3. Contractor Requirements and Activities

Contract turnaround time frames typically will be tight, allowing minimal time for response and preparation activities by contractors and subsequent work start-up. Because of the diversity of technology, technical expertise, performance/skill levels and turn around times associated with the Government's requirements, the Contractor must have personnel resources readily available with varying levels of expertise and experience. These resources, its labor categories and capabilities are typical of those found in Section B and Section C of this MOA.

The Contractor will ensure that all work performed in accordance with the applicable contract, its SOW/SOO and delivery schedule, including ensuring that contract cost and labor hour estimates are not exceeded during work performance. Reporting requirements, schedules and deliverables will be specified in individual contracts.

H.6.4. Contract/Task Order Process

(1) Notification of New Contract/Task Order Requirements – New contract/order requirements, which may be offered to one or more MOA holders for response, include a SOW/SOO describing the work to be performed, the schedule of performance, authorized travel, any government-furnished data, required deliverables, and any special considerations. Special requirements not mentioned in this MOA will be specified in individual contracts, if required. This notice issued by the Contracting Officer is a contract request for offer/request for proposal/request for quote (RFO/RFP/RFQ). A Functional Area will be identified for each contract/order requirement and a NAICS code(s) may be identified for each contract/order requirement.

(2) MOA holder Response to RFO/RFP/RFQ – The MOA holder will submit a proposal to the Contracting Officer which will include a description of the work to be accomplished, the required inputs by the Government, the estimated effort (labor hours and categories), estimated travel, schedule for completion, complete listing of deliverables, personnel and additional data deemed appropriate.

Additionally, the MOA holder must submit, under separate cover, any assumptions, conditions, or exceptions regarding any of the terms and conditions (T&Cs) of the RFO/RFP/RFQ, including the SOW. If no assumptions, conditions, or exceptions are submitted at the time of the proposal, it will be understood that the MOA holder proposes no assumptions, and agrees to comply with all of the T&Cs set forth herein.

The basis of award will be a best value source selection conducted in accordance with the FAA Acquisition Management System (AMS). Award will be made to the MOA holder whose proposal is judged to represent the best value to the Government. Best value will be based on an evaluation of all factors in relation to the stated evaluation criteria and will be determined by evaluating each proposal in the areas shown in the RFO/RFP/RFQ.

The Source Selection Official (SSO) will consider the final evaluation and use his/her best judgment to arrive at a best value decision. Therefore, the successful MOA holder may not have submitted the lowest price. While the government evaluation team and the SSO will strive for maximum objectivity, the evaluation process, by nature, is subjective and professional judgment is implicit throughout the entire process. The Government intends to select one MOA holder for the work. However, the Government reserves the right to make no award at all, depending on the quality of the proposals submitted and the availability of funds.

The FAA intends to award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions and/or negotiations with any and/or all offerors, if later determined by the Contracting Officer to be necessary.

(3) Contract Awards – The Contracting Officer will evaluate proposals in accordance with the RFO/RFP/RFQ and make an award decision. Work will be initiated only by the issuance of fully executed contracts by the Contracting Officer to the Contractor designating (1) the tasks to be performed; (2) the schedule of performance; (3) authorized travel and ODCs; (4) any government furnished property; and (4) not to exceed funding ceiling amount for cost

reimbursement contracts. The Contractor will not be reimbursed for ODCs and travel unless the contract specifically authorizes such expenditures.

(4) ODCs – The Contractor will provide evidence or documentation (i.e. sales receipts) for purchases below.

(a) Purchases of \$10,000 or less. Competition is encouraged for purchases of \$10,000 or less on a single item. The Contractor should use sound business judgment and document its rationale for not seeking quotes or pricing from two or more sources.

(b) Purchases over \$10,000. Applicable AMS requirements for competition or single source procurement apply.

(5) Contract Termination – In the event the FAA terminates a contract within one (1) year of the contract award date, the FAA may make a contract award for the same requirement to another MOA holder who submitted a proposal responding to the original RFO/RFP/RFQ, after review, evaluation and negotiation.

H.6.5. Prior Concurrence With All Assigned Personnel

Prior to any person being assigned work on a contract, the Contractor must submit the proposed person's certified resume (via instructions provided by the Contracting Officer), signed by the individual, for the proposed labor category to the Contracting Officer/eFAST COR, who will review and concur or non-concur in the qualifications, experience, and technical suitability of the individual to perform work under a contract.

At a minimum, resumes will contain the following:

- i. Contract role/responsibility and position
- ii. Education (in reverse chronological order with attendance dates, degree(s)/certification(s) received, major field(s) of study)
- iii. Relevant experience (in reverse chronological order with employer and title of position, starting and ending dates (month/year) and a concise descriptions of experience related to the requirements of their proposed position); and
- iv. Certification that the information contained in the resume is correct and accurate (including signature of the individual and date signed)
- v. The start date proposed.

H.7 INVOICE SUBMISSION

Invoices will be submitted electronically to Oklahoma City, the Contracting Officer and the Program Office COR. Backup documentation such as time sheets are required for cost reimbursement and T&M contracts/orders. Backup documentation (i.e. sales receipts) for ODCs are required to be submitted with invoices. Approvals for travel and/or ODCs must also accompany invoices.

H.8 CHANGES IN SKILL MIX

It is understood that the mix of labor categories under the contracts, as well as the distribution of the effort among these categories, may vary from the initial mix and distribution of effort that was estimated by the Government or proposed by the Contractor. Upon agreement between the Contractor and the FAA, the contract(s) may be modified to reflect the agreed adjustments, within the original scope of the contract(s).

The Contractor must submit resumes for new proposed individuals to perform work under the contract(s) via instructions provided by the Contracting Officer. All contractor personnel must be approved by the Contracting Officer before performing work under a contract/order.

H.9 OPTION TO EXTEND THE TERM OF THE MOA

(a) The Government may extend the term of this MOA by written notice to the Contractor within 60 days; provided, that the Government will give the MOA holder a preliminary written notice of its intent to extend at least 60 days before the MOA expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended MOA will be considered to include this option provision.

H.10 OVERTIME

Overtime is defined as time worked by a Contractor's employee in excess of the employee's normal work week. Overtime premiums will not be paid. Written approval for overtime must be obtained in advance from the Contracting Officer via the Program Office COR.

H.11 KEY PERSONNEL

Key personnel may be assigned to individual contracts/orders. Any replacement of the key personnel positions on a contract/order must be approved in advance by the Contracting Officer before assignment.

H.12 EMPLOYMENT RETENTION PLAN

(1) The Government has an interest in retaining experienced/qualified support services personnel familiar with the work environment subject of this MOA.

(2) The Contractor will develop an Employment Retention Plan which describes efforts to obtain and retain experienced staff, such as interviews and offers of employment. In addition, the Contractor will identify how they intend to retain qualified staff and control employee turnover, including replacements. The Contractor will maintain and adhere to the retention plan throughout the life of the MOA. The FAA may review the plan any time during the life of the MOA.

H.13 NATIONAL EMERGENCY

In cases of national emergency, certain systems/functions are considered mission essential and must be maintained/supported. In this event, the Contracting Officer may require that certain essential personnel report for duty or, may provide support on an on-call or as-needed basis.

H.14 PROMOTIONAL INFORMATION

The MOA holder may maintain promotional materials concerning the MOA and its team's capabilities. To protect the Government's interest in assuring accuracy and consistency in the promotion of the MOA, all promotional information, presentations, representations and/or publicity concerning the MOA by the MOA holder must be reviewed and approved by the eFAST COR prior to distribution, presentation or publication. The submission will include a letter identifying the use, audience and/or distribution intended for the promotional information/materials.

H.15 CONTRACTOR SUPPORT

The Government intends to utilize a Contractor to provide contract/acquisition support for this MOA and resultant contracts. Contractor personnel will not be performing inherently governmental functions (e.g., negotiating on behalf of the Government, signing contractual documents, acting as eFAST COR, etc.).

Contractor employees may be required to sign Attachment J-7 (Non-Disclosure of Information Agreements) certifying that they will not disclose any procurement sensitive or proprietary business information obtained in the course of their duties and will use such information only for official purposes in the performance of contract support.

H.16 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(1) As part of this effort, the Contractor may be working and attending meetings at government facilities and field facilities. Therefore, to the extent specified per and pursuant to the procedures specified per FAA AMS clause 3.14-2, Contractor Personnel Suitability Requirements, the Contractor may be granted ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of the contracts.

(2) While Contractor personnel are at the government site, they are required to comply with all rules and regulations in effect at that site. Contractor personnel will comply with rules and regulations governing employee conduct with respect to health and safety, not only as they relate to themselves, but also to other government employees or agents of the Government. The Contractor will also exercise proper care of all property at the government site regardless of whether title to such rests with the Government or not.

(3) The facilities to which Contractor personnel will have access will remain in the Government's custody and will not be considered as property or facilities furnished to the Contractor.

H.17 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor and any of its subcontractors in performance of contracts under this MOA, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of contracts, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contacting Officer, unless the Government has made the data and information available to the public; and

(2) Use for any purpose other than the performance of contracts under the MOA that data which bears a restrictive marking or legend.

(a) In the event that the work to be performed under contracts of the MOA requires access to proprietary data of other companies, the Contractor will obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements will be furnished promptly to the Contracting Officer for information only. These agreements will prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, will be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(b) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor will obtain from each employee, engaged in any effort connected with this MOA, an agreement, in writing, which will in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under contracts.

(c) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

Contractor personnel may be required to sign Attachment J-7 (Non-Disclosure of Information Agreements).

H.18 STANDARDS OF CONDUCT FOR CONTRACT PERSONNEL

The Contractor will provide personnel who are physically and emotionally competent to perform the work required by the MOA. All persons assigned to perform work under the MOA will at all times be under the control of the Contractor. The Contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and will be responsible for taking such disciplinary actions as necessary.

In addition to meeting legal and corporate requirements relating to standards of conduct matters, all personnel working on the MOA must adhere to the FAA Accountability Board standards and procedures relating to employee harassment and/or allegations of such behavior. These standards may pertain to the following areas: (or any additional areas as defined by the FAA

Accountability Board): sexual harassment, sexual orientation, race, gender, national origin, and disability.

Upon learning that any person performing work under the MOA has been charged by a law enforcement authority for any offense other than a minor traffic offense, the Contractor will immediately advise the appropriate regional security office or the Contracting Officer. A traffic offense will be considered minor when the fine imposed is \$500.00 or less.

H.19 SAFETY AND ACCIDENT PREVENTION

In performing any work under this MOA on premises which are under the direct control of the Government, the Contractor will (a) conform to all safety rules and requirements as in effect on the date of the award of the MOA; and (b) take such additional precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and government personnel performing or in any way coming in contact with the performance of the contract on such premises. Any violation of such rules and requirements, unless promptly corrected as directed by the Contracting Officer, will be grounds for termination of this MOA.

H.20 SECURITY OF FEDERAL AUTOMATED INFORMATION SYSTEMS

The Contractor engaged in the requirements, design, development, operation and maintenance of computer, network, and/or communication systems operated by or on behalf of the FAA will comply with the security requirements outlined in OMB Circular A-130 Appendix III, Security of Federal Automated Information Resources, the DOT Information Systems Security Guide (DOT H 1350.250), DOT Network Security Guide (DOT H 1350.251), and FAA Security Orders, including FAA Personnel Security Order 1600.1 and FAA Order 1370.82, Information Systems Security.

Contractor personnel are required to complete annual Information System Security LOB Awareness Training and any other security training required by the DOT/FAA. Documentation of completed training will be submitted to the Contracting Officer via email.

H.21 SECURITY PROVISIONS

Order 1600.72A, Contractor and Industrial Security Program will apply to all Contractors, subcontractors, consultants, or any other persons (not visitors) who have access to FAA facilities, sensitive unclassified information, and resources. See Attachment J-9 (Security Guidelines) for more details. This document will be updated periodically to reflect the current FAA security policy.

H.22 FACILITIES, SUPPLIES AND SERVICES

H.22.1 GOVERNMENT-FURNISHED PROPERTY

Government-furnished property (GFP) will be identified in individual contracts, as appropriate. ALL GFP is furnished "as is".

H.22.2 TRANSPORTATION OF GFP

The Contractor will be responsible for transporting all GFP after pickup at the F.O.B. point in the specifications, where risk of loss transfers to the Contractor.

H.22.3 VALIDATION OF GFP

The following procedures apply to the validation of GFP:

- (1) Within five (5) working days of receipt of any GFP, the Contractor will validate the accuracy of the materials and notify the Government of any discrepancies.
- (2) Validation will consist of the Contractor checking for physical and logical completeness and accuracy. Physical completeness and accuracy will be determined when all materials defined as Government-furnished minimums are provided. Logical completeness and accuracy will be determined when all materials defined as minimums and associated with a program, system, or work package are provided.
- (3) GFP errors or discrepancies will be consolidated and the Government notified in writing. Action to be taken by the Government on these identified problems will be determined by the Contracting Officer.
- (4) The Contractor will proceed with the requirements on the remaining materials pending government resolution. The Government will respond with a resolution of the errors after receipt of the written report.

H.22.4 HANDLING OF GOVERNMENT-FURNISHED ITEMS

The Contractor will protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor has access to by virtue of the provisions of the MOA, that the Government has not designated for public disclosure.

The material and information made available to the Contractor by the Government are the exclusive property of the Government. Any information or materials developed by the Contractor in performance of contract(s) are also the exclusive property of the Government. Upon completion or termination of the contract(s), the Contractor will turn over to the Government all materials (copies included) that were furnished to the Contractor by the Government and all materials that were developed by the Contractor in the performance of contracts. A requirement to this effect will be included in subcontracts at any tier. The Contracting Officer may direct alternate disposition of GFI.

H.23 APPROVED ACCOUNTING AND TIME-KEEPING SYSTEMS

For cost reimbursable contracts issued under the MOA, Contractor must have an adequate accounting system for determining costs applicable to the contract. By submitting a proposal, the contractor self certifies ownership of such system. A cost reimbursable contract will not be awarded until the FAA verifies the Contractor has a certified accounting system.

For time-and-materials and labor hour contracts issued under the MOA, the Contractor must have an adequate time keeping system for recording hours applicable to the contract. By submitting a proposal, the contractor self certifies ownership of such system. The FAA reserves the right to verify the adequacy of the Contractor system.

H.24 USE OF ELECTRONIC COMMERCE

This MOA will be implemented using electronic commerce to the fullest extent practicable. As time and technology allow, advances in electronic commerce are expected to be implemented by the Government. The Contractor agrees to actively cooperate with the Government in its use and upgrade of electronic commerce technologies. The Government will provide adequate notice and restraint in moving to new/additional technologies so as to afford the Contractor the opportunity to stay abreast of the changes.

All costs for electronic commerce upgrades on the Contractor's part to maintain compatibility with the Government will be at the Contractor's expense and will not be charged to the Government as a direct charge of any type.

H.25 REIMBURSABLE AGREEMENTS, OUTSIDE OF THE DEPARTMENT OF TRANSPORTATION

This MOA allows contracts to be issued to government agencies outside the DOT/FAA. This will be done on a limited basis and when deemed to be in the best interest of the Government.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and Contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

Unless enumerated elsewhere in the task order contract, AMS Clause 3.5-13 Rights in Data-General (January 2009) will take precedence over any other Rights in Data clauses.

- 1.13-1 Notice of Earned Value Management (January 2006)
- 1.13-2 Earned Value Management System (March 2009)
- 1.13-5 Integrated Master Schedule (March 2009)
- 1.13-6 Contractor Integrated Baseline Review (March 2009)
- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)
- 3.1.7-2 Organizational Conflict of Interest (August 1997)
- 3.1.7-4 Organizational Conflict of Interest (April 2012)
- 3.1.7-5 Disclosure of Conflict of Interest (March 2009)
- 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)
- 3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (October 2009)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (April 2010)
- 3.2.1.3-2 Right of First Refusal of Employment (September 2003)
- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-3 Affiliated Offerors (July 2004)
- 3.2.2.3-8 Audit and Records (July 2010)
- 3.2.2.3-9 Notice of Possible Standardization (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-32 Waiving Facilities Capital Cost of Money (July 2004)
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (October 2011)
- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)

3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)
 3.2.2.3-31 Facilities Capital Cost of Money (July 2004)
 3.2.2.3-33 Order of Precedence (March 2009)
 3.2.2.3-34 Evaluating Offers for Multiple Awards (July 2004)
 3.2.2.3-36 Reversing or Adjusting Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)
 3.2.2.3-37 Notification of Ownership Changes (July 2004)
 3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (July 2010)
 3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications (July 2010)
 3.2.2.3-40 Precontract Costs (July 2004)
 3.2.2.3-50 Property Protection (March 2009)
 3.2.2.3-51 Operations and Storage Areas (April 2010)
 3.2.2.3-53 Cleaning Up and Roadway Maintenance (July 2004)
 3.2.2.3-54 Preventing Accidents (July 2004)
 3.2.2.3-55 Availability and Use of Utility Services (July 2004)
 3.2.2.3-67 Special Precautions for Work at Operating Airports (July 2004)
 3.2.2.3-68 Alternate I Safety and Health (July 2004)
 3.2.2.3-72 Announcing Competing Offerors (July 2004)
 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
 3.2.3-2 Cost Accounting Standards (October 2011)
 3.2.3-3 Disclosure and Consistency of Cost Accounting Practices (October 2011)
 3.2.3-5 Administration of Cost Accounting Standards (April 1996)
 3.2.4-5 Allowable Cost and Payment (March 2001)
 3.2.4-5 Alternate I Allowable Cost and Payment (March 2001)
 3.2.4-6 Fixed Fee (January 2011)
 3.2.4-8 Incentive Fee (April 1996)
 3.2.4-9 Cost Contract--No Fee (April 1996)
 3.2.4-10 Cost-Sharing Contract--No Fee (April 1996)
 3.2.4-11 Allowable Cost and Payment-Facilities (October 1996)
 3.2.4-11 Alternate I Allowable Cost and Payment-Facilities (October 1996)
 3.2.4-12 Allowable Cost and Payment-Facilities Use (April 1996)
 3.2.4-13 Predetermined Indirect Cost Rates (April 1996)
 3.2.4-14 Incentive Price Revision--Firm Target (April 1996)
 3.2.4-14 Alternate I Incentive Price Revision--Firm Target (April 1996)
 3.2.4-15 Incentive Price Revision--Successive Targets (October 1996)
 3.2.4-15 Alternate I Incentive Price Revision--Successive Targets (October 1996)
 3.2.4-25 Single or Multiple Awards (April 1996)
 3.2.4-26 Multiple Awards for Advisory and Assistance Services (April 1996)
 3.2.4-27 Limitation of Price and Contractor Obligations (April 1996)
 3.2.4-28 Cancellation of Items (April 1996)
 3.2.4-28 Alternate I Cancellation of Items (April 1996)
 3.2.4-30 Evaluation of Options Exercised at Time of Contract Award (April 1996)
 3.2.4-31 Evaluation of Options (April 1996)

3.2.4-34 Option to Extend Services (April 1996)
 3.2.4-36 Award Fee (January 2004)
 3.2.5-1 Officials Not to Benefit (April 1996)
 3.2.5-2 Independent Price Determination (October 1996)
 3.2.5-3 Gratuities or Gifts (January 1999)
 3.2.5-4 Contingent Fees (October 1996)
 3.2.5-5 Anti-Kickback Procedures (October 2010)
 3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)
 3.2.5-6 Alternate I Restrictions on Subcontractor Sales to the FAA (April 1996)
 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)
 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
 3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2010)
 3.2.5-14 Display of Hotline Poster(s) (April 2008)
 3.3.1-1 Payments (April 1996)
 3.3.1-5 Payments under Time and Material Contracts (May 2001)
 3.3.1-5 Alternate I Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
 3.3.1-5 Alternate II Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
 3.3.1-5 Alternate III Payments under Time-and-Materials and Labor-Hour Contracts (May 2001)
 3.3.1-6 Discounts for Prompt Payment (May 1997)
 3.3.1-7 Limitation on Withholding of Payments (May 1997)
 3.3.1-8 Extras (May 1997)
 3.3.1-9 Interest (September 2009)
 3.3.1-10 Availability of Funds (May 1997)
 3.3.1-11 Availability of Funds for the Next Fiscal Year (1996)
 3.3.1-12 Limitation of Cost (April 1996)
 3.3.1-12 Limitation of Cost (Facilities) (April 1996)
 3.3.1-14 Limitation of Funds (April 1996)
 3.3.1-15 Assignment of Claims (April 1996)
 3.3.1-17 Prompt Payment (April 2012)
 3.3.1-21 Financing Payment Terms for Purchases of Commercial Items (August 1997)
 3.3.1-22 Installment Payments (April 1996)
 3.3.1-23 Invitation to Propose Payment Terms (April 1996)
 3.3.1-27 Invoices for Equipment Delivered (March 1997)
 3.3.1-29 Notice of Availability of Progress Payments Exclusively For Small Business Concerns (November 1997)
 3.3.1-30 Progress Payments Not Included (November 1997)
 3.3.1-32 Performance Based Payments (November 2000)
 3.3.1-33 System for Award Management (August 2012)
 3.3.1-34 Payment by Electronic Funds Transfer/System for Award Management (August 2012)
 3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)
 3.3.2-1 FAA Cost Principles (October 1996)
 3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)
 3.4.1-10 Insurance--Work on a Government Installation (July 1996)

3.4.1-11 Insurance - Liability to Third Persons (June 1999)
 3.4.1-12 Insurance (July 1996)
 3.4.1-13 Errors and Omissions (July 1996)
 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
 3.4.2-7 Federal, State, and Local Taxes--Fixed-Price, Noncompetitive Contract (April 1996)
 3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)
 3.5-1 Authorization and Consent (January 2009)
 3.5-1 Alternate I Authorization and Consent Alternate I (January 2009)
 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
 3.5-3 Patent Indemnity (January 2009)
 3.5-3 Alternate III Patent Indemnity (January 2009)
 3.5-6 Royalty Information (January 2009)
 3.5-6 Alternate I Royalty Information (January 2009)
 3.5-7 Patents--Notice of Government Licensee (January 2009)
 3.5-8 Refund of Royalties (January 2009)
 3.5-9 Filing of Patent Applications--Classified Subject Matter (January 2009)
 3.5-10 Patent Rights--Ownership by the Contractor (January 2009)
 3.5-10 Alternate II Patent Rights--Ownership by the Contractor (January 2009)
 3.5-10 Alternate III Patent Rights--Ownership by the Contractor (January 2009)
 3.5-10 Alternate IV Patent Rights--Ownership by the Contractor (January 2009)
 3.5-10 Alternate V Patent Rights--Ownership by the Contractor (January 2009)
 3.5-12 Patent Rights - Ownership by the Government (January 2009)
 3.5-12 Alternate II Patent Rights - Ownership by the Government (January 2009)
 3.5-13 Rights in Data-General (January 2009)
 3.5-13 Alternate I Rights in Data--General (January 2009)
 3.5-13 Alternate II Rights in Data--General (January 2009)
 3.5-13 Alternate III Rights in Data--General (January 2009)
 3.5-13 Alternate IV Rights in Data--General (January 2009)
 3.5-13 Alternate V Rights in Data--General (January 2009)
 3.5-14 Representation of Limited Rights Data and Restricted Computer Software (January 2010)
 3.5-15 Additional Data Requirements (January 2009)
 3.5-16 Rights in Data--Special Works (January 2009)
 3.5-17 Rights in Data--Existing Works (January 2009)
 3.5-18 Commercial Computer Software License (January 2009)
 3.5-20 Technical Data Declaration, Revision, and Withholding of Payment--Major Systems (January 2009)
 3.5-21 Rights In Data - SBIR Program (January 2009)
 3.5-22 Major System -- Minimum Rights (January 2009)
 3.5-23 Rights to Proposal Data (Technical) (January 2009)
 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)
 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (March 2009)
 3.6.1-7 Limitations on Subcontracting (October 2011)
 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)
 3.6.1-9 Mentor Protégé Program (October 2011)

3.6.1-10 Evaluation of Contractor Participation in the FAA Mentor Protégé Program (January 1999)

3.6.1-11 Mentor Requirements and Evaluation (October 2011)

3.6.1-12 Notice of Service Disabled Veteran Owned Small Business Set-Aside (October 2011)

3.6.1-14 Notice of Partial Small Business Set-Aside (January 2010)

3.6.1-15 Post-Award Small Business Program Rerepresentation (April 2011)

3.6.2-2 Convict Labor (April 1996)

3.6.2-5 Certification of Nonsegregated Facilities (March 2009)

3.6.2-7 Preaward On-Site Equal Opportunity Compliance Review (July 2011)

3.6.2-9 Equal Opportunity (August 1998)

3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)

3.6.2-12 Equal Opportunity for Veterans (January 2011)

3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)

3.6.2-14 Employment Reports on Veterans (January 2011)

3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)

3.6.2-16 Notice to the Government of Labor Disputes (April 1996)

3.6.2-17 Payment for Overtime Premiums (April 1996)

3.6.2-28 Service Contract Act of 1965, as Amended (October 2010)

3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (April 1996)

3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)

3.6.2-33 Exemption from Application of Service Contract Act Provisions (for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment-Contractor Certification) (April 1996)

3.6.2-35 Prevention of Sexual Harassment (August 1998)

3.6.2-39 Trafficking in Persons (January 2008)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

3.6.2-41 Employment Eligibility Verification (September 2009)

3.6.3-3 Hazardous Material Identification and Material Safety Data (April 2009)

3.6.3-4 Recovered Material Content Certification (April 2009)

3.6.3-7 Waste Reduction Program (July 2008)

3.6.3-16 Drug Free Workplace (March 2009)

3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)

3.6.3-20 Alternate I IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)

3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)

3.7-1 Privacy Act Notification (October 1996)

3.7-2 Privacy Act (May 1997)

3.8.2-9 Site Visit (April 1996)

3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (April 1996)

3.8.2-11 Continuity of Services (October 2008)

3.8.2-19 Prohibition on Advertising (October 1996)

3.8.2-22 Substitution or Addition of Personnel (October 2006)

3.8.4-5 Government Supply Sources (April 1996)

3.9.1-1 Contract Disputes (October 2011)

3.10.1-1 Notice of Intent to Disallow Costs (April 1996)
 3.10.1-3 Penalties for Unallowable Costs (October 1996)
 3.10.1-7 Bankruptcy (April 1996)
 3.10.1-9 Stop-Work Order (October 1996)
 3.10.1-9 Alternate I Stop-Work Order (October 1996)
 3.10.1-10 Stop-Work Order--Facilities (June 1999)
 3.10.1-11 Government Delay of Work (April 1996)
 3.10.1-12 I Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate I Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate II Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate III Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate IV Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate V Changes--Fixed-Price (April 1996)
 3.10.1-13 Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate I Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate II Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate IV Changes--Cost-Reimbursement (April 1996)
 3.10.1-13 Alternate V Changes--Cost-Reimbursement (April 1996)
 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
 3.10.1-17 Change Order Accounting (April 1996)
 3.10.1-18 Notification of Changes (April 1996)
 3.10.1-22 Contracting Officer's Representative (April 2012)
 3.10.1-24 Notice of Delay (March 2009)
 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
 3.10.1-26 Contractor Performance Assessment Reporting System (July 2011)
 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)
 3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)
 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
 3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)
 3.10.3-1 Definitions (April 2012)
 3.10.3-2 Government Property - Basic Clause (April 2012)
 3.10.3-2 Alternate I Government Property - Basic Clause (April 2004)
 3.10.3-2 Alternate II Government Property - Basic Clause (April 2004)
 3.10.4-1 Contractor Inspection Requirements (April 1996)
 3.10.4-4 Inspection of Services--Both fixed price & Cost Reimbursement (April 1996)
 3.10.4-5 Inspection- Time and Material and Labor Hour (April 1996)
 3.10.4-6 Inspection of Research and Development--Fixed-Price (April 1996)
 3.10.4-7 Inspection of Research and Development--Cost-Reimbursement (November 1997)
 3.10.4-7 Alternate I Inspection of Research and Development--Cost-Reimbursement (November 1997)
 3.10.4-8 Inspection of Research and Development (Short Form) (April 1996)
 3.10.4-11 Inspection-Dismantling, Demolition, or Removal of Improvements (April 1996)
 3.10.4-13 Higher-Level Contract Quality Requirement (April 2009)
 3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (April 1996)
 3.10.4-15 Certificate of Conformance (April 1996)
 3.10.4-16 Responsibility for Supplies (April 1996)

3.10.4-19 Government Industry Data Exchange Program (GIDEP) (January 2002)
 3.10.4-20 Software Measures Proposal requirements (August 1997)
 3.10.4-21 Requirements for Software Measures (April 2012)
 3.10.4-25 Alternate Quality System Plan (April 2009)
 3.10.4-26 Technical Data Quality Requirement for NAS Procurements (January 2004)
 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)
 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
 3.10.6-3 Termination (Cost-Reimbursement) (October 2011)
 3.10.6-3 Alternate II Termination (Cost-Reimbursement) (January 1998)
 3.10.6-3 Alternate IV Termination (Cost-Reimbursement) (October 1996)
 3.10.6-3 Alternate V Termination (Cost-Reimbursement) (October 1996)
 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
 3.10.6-5 Default (Fixed-Price Research and Development) (October 1996)
 3.10.6-7 Excusable Delays (October 1996)
 3.11-3 Capability to Perform a Contract for the Relocation of a Federal Office (April 1999)
 3.11-3 Alternate I Capability to Perform a Contract for the Relocation of a Federal Office (April 1999)
 3.11-6 Financial Statement (April 1999)
 3.11-7 Freight Excluded (April 1999)
 3.11-8 Estimated Weights or Quantities Not Guaranteed (April 1999)
 3.11-9 Agreed Weight- General Freight (April 1999)
 3.11-10 Net Weight - General Freight (April 1999)
 3.11-11 Net Weight --Household Goods or Office Furniture (April 1999)
 3.11-12 Supervision, Labor or Materials (April 1999)
 3.11-13 Accessorial Services--Moving Contracts (April 1999)
 3.11-14 Contractor Responsibility for Receipt of Shipment (April 1999)
 3.11-15 Contractor Responsibility for Loading and Unloading (April 1999)
 3.11-16 Contractor Responsibility for Returning Undelivered Freight (April 1999)
 3.11-17 Charges (April 1999)
 3.11-18 Multiple Shipments (April 1999)
 3.11-21 Contractor Liability for Personal Injury and/or Property Damage (April 1999)
 3.11-22 Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods (April 1999)
 3.11-23 Contractor Liability for Loss of and/or Damage to Household Goods (April 1999)
 3.11-26 Government Direction and Marketing (April 1999)
 3.11-27 Contract Not Affected by Oral Agreement (April 1999)
 3.11-28 Contractor's Invoices (April 1999)
 3.11-34 F.O.B. Destination (April 1999)
 3.11-48 F.O.B. Destination- Evidence of Shipment (April 1999)
 3.11-50 No Evaluation of Transportation Costs (April 1999)
 3.11-52 Freight Classification Description (April 1999)
 3.11-53 F.O.B. Point for Delivery of Government Furnished Property (April 1999)
 3.11-65 Submission of Commercial transportation Bills to the General Services Administration for Audit (April 1999)
 3.13-3 Printing or Copying Double-sided on Postconsumer Fiber Content Paper (January 2012)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 2012)
3.13-5 Seat Belt Use by Contractor Employees (October 2011)
3.13-10 Contractor Attendance at FAA Sponsored Training (January 2003)
3.13-11 Plain Language (July 2006)
3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)
3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)
3.13-15 Confidentiality of Data and Information (October 2011)
3.14-1 Security Requirement-Classified Contracts (July 2002)
3.14-1 Alternate I Security Requirement-Classified Contracts (October 2010)
3.14-2 Contractor Personnel Suitability Requirements (January 2011)
3.14-3 Foreign Nationals as Contractor Employees (April 2008)
3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2012)
3.14-5 Sensitive Unclassified Information (SUI) (August 2012)
3.17-1 American Recovery and Reinvestment Act-Reporting Requirements (July 2010)
3.17-2 Authority of the Inspector General and Comptroller General Relating to Contracts Using American Recovery and Reinvestment Act Funding (April 2009)
3.17-3 Whistleblower Protections under the American Recovery and Reinvestment Act (July 2010)

I.2 Ordering

- (a) Any supplies and services to be furnished under this MOA shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through September 30, 2019.
- (b) All contracts are subject to the terms and conditions of this MOA. In the event of conflict between a contract and this MOA, the MOA shall control.
- (c) If mailed, a contract is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 3.1.9-1 Electronic Commerce and Signature (July 2007)

- (a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between
- i. Contracts written on paper and contracts in electronic form;
 - ii. Pen-and-ink signatures and electronic signatures; and
 - iii. Other legally-required written records and the same information in electronic form.
- (b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.
- (c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail and electronic bulletin boards.

(d) With the submission of an offer, the Contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology including PIN numbers or passwords, digital signatures, and smart cards.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the Contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the Contracting Officer whenever a change in authorized personnel has occurred.

(End of clause)

I.4 3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of the contract, including the exercise of any options under this clause, shall be specified in each contract.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment J-1 Reserved
Attachment J-2 Business Declaration Form
Attachment J-3 General Labor Category Descriptions & Qualifications
Attachment J-4 Reserved
Attachment J-5 Reserved
Attachment J-6 Functional Area Matrix
Attachment J-7 Non-Disclosure of Information Agreement
Attachment J-8 Sample Monthly Status Report
Attachment J-9 Security Guidelines
Attachment J-10 Reserved
Attachment J-11 Section K
Attachment J-12 Delphi Vendor Entry Worksheet

PART IV – REPRESENTATION AND INSTRUCTIONS

SECTION K - REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 180 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
- (1) The acceptance period stated in paragraph (c) of this provision; or
 - (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

K.2 3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

(End of provision)

K.3 3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____
Title: _____
Phone number: _____
Email address: _____

(End of provision)

K.4 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)

If the offeror (you) includes data in your offer that you do not want to be disclosed to the public or for the FAA to use except for evaluation purposes-----

(a) Mark the title page with the following legend:

This offer includes data that must not be (1) disclosed outside the FAA and (2) duplicated, used, or disclosed -in whole or in part- for any purpose other than to evaluate this offer.

(b) Contracts awarded as a result of this SIR are subject to the disclosure requirements specified in this contract. This restriction does not limit our right to use information from another source that may be contained in your offer.

(c) Use the following space to identify the pages containing the restricted data:

Numbers or other identification of pages:

(d) Mark each page you want to restrict with the following legend: 'Using or disclosing data contained on this page is subject to the restriction on the title page of this offer.'

(End of provision)

K.5 3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

K.6 3.2.2.3-35 Annual Representations and Certifications (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

(End of provision)

K.7 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

K.8 3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.9 3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.10 3.8.2-18 Certification of Data (October 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and
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49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

K.11 Amendment Acknowledgement

In accordance with AMS Clause 3.2.2.3-12, the offeror acknowledges the receipt of any and all amendments, including those issues after submission of its proposal.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SCREENING INFORMATION REQUEST AND AWARD

(a) This Screening Information Request (SIR) is for an acquisition limited to small businesses and SEDBs including 8(a), MOB, WOB, VOB, SDVOSBs and ANCs. The offerors must meet the small business status as of the release date of the SIR. The Government intends to award multiple MOAs for work as described in the SOW, in accordance with the procedures contained in the FAA AMS guidelines and as identified in this SIR.

(b) The pre-qualification to obtain a MOA is as follows:

The offeror will be certified as technically qualified based on its previous successful performance on FAA and/or other federal government contracts and/or subcontracts in the specific functional area(s) of the SOW.

Proposal evaluation including price/cost evaluation will be performed. The results of these evaluations will be forwarded to the Source Selection Official (SSO). The SSO will select for award the proposals that meet this SIR's requirements.

Based on the results of the SIR response, review and evaluation, the Government reserves the right to conduct communications with any, some, or all offerors.

L.2 CONTRACT CLAUSES

The offeror must review and understand all sections, clauses, provisions and requirements in this SIR as they are applicable to the submission of proposals under this SIR and the resultant MOA.

L.3 EXCEPTION TO SIR TERMS AND CONDITIONS

The offeror must state in its proposal any exceptions taken to the terms and conditions of the SIR. For each exception, the offeror will identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Government will consider exceptions and its relevance to the SIR and the offeror's proposal, and reserves the right to include such consideration in making awards.

L.4 SMALL AND DISADVANTAGED BUSINESS NOTIFICATION

"This Notice is for informational purposes for Minority, Women-Owned and Disadvantaged Business Enterprises. The Department of Transportation (DOT), Office of Small and Disadvantaged Business Utilization, has a program to assist small businesses, small businesses owned and controlled by a socially and economically disadvantaged individuals, and women-owned concerns to acquire short-term working capital assistance for transportation-related contracts. Loans are available under the DOT Short Term Lending Program (STLP) at prime interest rates to provide accounts receivable financing. The maximum line of credit is \$500,000. For further information and applicable forms concerning the STLP, call the OSDDBU at (800) 532 1169."

L.5 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS

The Government is interested in reducing both the expense and time associated with the FAA eFAST MOA Open Season 2013

preparation and evaluation of offerors' proposals. This SIR has been structured to obtain, to the extent possible, reasonable information required to conduct an accurate and consistent evaluation and review of all offerors' proposals. The Government considers the overall form and substance of the offeror's proposal to represent the general quality of work expected to be performed under this MOA, and that as such, it will be considered throughout the review and evaluation process.

All costs relating to the offeror's proposal will be at its expense.

(1) All information for the offeror's proposal must be submitted via the online tool in accordance with the instructions provided there. The offeror's proposal in response to this SIR will include, but is not limited to, the following:

(a) Completed Attachment J-2 (Business Declaration), for determining an offeror's eligibility as a small business concern under referenced NAICS codes.

(b) Completed Attachment J-6 (Business Types & Functional Areas) document to propose NAICS code(s) for which they qualify as a small business under the functional area they wish to be considered. The offeror is not required to propose all functional areas in its offer.

(c) For each contract listed as applicable experience, the offeror's response will include a brief summary and rationale will clearly identify to which functional area(s) and NAICS code(s) the experience applies. A single contract may be applied to more than one functional area / NAICS code as long as the offeror identifies to which functional area(s) / NAICS code(s) the experience applies. Provide at least one of the following:

1) At least one (1) current or recent (if no current) GSA Schedule/GWAC task order, completed within the previous three (3) years from the SIR release date, or

2) At least one (1) current or recent (if no current) FAA contract (including BITS II or earlier eFAST task order), completed within the previous three (3) years from the SIR release date, or

3) At least one (1) current or recent (if no current) non-FAA federal government prime contract, completed within the previous three (3) years from the SIR release date, or

4) At least one (1) current or recent (if no current) FAA or non-FAA federal government subcontract, completed within the previous three (3) years from the SIR release date.

The uploaded task order documentation must include relevant pricing and the Statement of Work.

For an STA, the contract information above must demonstrate the offeror's (exclusive of team members) experience applicable to the NAICS code(s)/functional area(s) for which the offeror wishes to be considered.

(d) CTAs are exclusive for MOA holders and can only be formed after MOA awards.

(e) If the offeror wishes to form an STA for a MOA award, the offeror must complete and submit the following documents for each team member:

- 1) Attachment J-2 (Business Declaration);
- 2) Open Ratings Report;
- 3) SAM (formerly CCR, OCRA, EPLS).

(f) Paragraph (d) above also applies to a Joint Venture (JV). However, if a JV that was founded less than one (1) year from the SIR release date, the individual companies under the JV may demonstrate individual technical capabilities.

(g) Pricing information referenced below will be submitted via the online tool. Offerors must provide, as their maximum contract prices, rates no higher than their lowest rates from among the following (e.g. their best rates in any of these categories):

- GSA Schedule/GWAC task order, completed within the previous three (3) years; or,
- Current or (if no current) recent FAA contract, including BITS II, completed within the previous three (3) years; or,
- Current or (if no current) recent non-FAA federal government contract, completed within the previous three (3) years; or,
- Current or (if no current) recent FAA or non-FAA federal government subcontract, completed within the previous three (3) years; or,

The offeror must provide cost build-up data (subject to later audit) to support its rates for all labor categories in a functional area.

(h) A current Dun and Bradstreet Comprehensive Financial Report and a Dun and Bradstreet Open Ratings report (<http://www.openratings.com/>) as past performance information. An Open Ratings report is considered current within one (1) year of the proposal due date.

For a JV that was founded less than one (1) year from the SIR release date, the offeror may submit Open Ratings reports from the individual companies in the JV. Otherwise, the Open Ratings report must be in the JV's name.

(i) Current (within three days of the proposal submission) SAM printouts.

(j) SAM, and open ratings reports for proposed team members must also be current.

(2) Additional Information:

(a) A Pre-Proposal Conference will be held in February, 2013. Information including registration will be provided via email to companies that have registered to participate in the SIR.

(b) It is the responsibility of the offeror to monitor the FAA opportunities website at <https://faaco.faa.gov/posting.cfm?PostIDtemp=10218>, for any amendments or updates to the SIR. The FBO website does not reflect accurate information.

(c) Questions regarding the SIR will be accepted via the online tool no later than TBD, 2013 at Noon ET. The offeror is advised to review the SIR carefully and completely before submitting questions.

Official written responses to questions will be posted via amendments.

Please note that verbal responses to questions at the pre-proposal conference are not considered official responses.

No phone calls will be accepted.

(d) Proposals will be submitted via the FAA eFAST website at a link to be provided no later than TBD at Noon ET.

(e) Due to a high volume of proposals anticipated to be received, the FAA will stagger MOA awards. Proposal evaluations may begin as soon as proposals are submitted and received. If offerors elect to submit early, no changes to the proposals will be authorized unless approved by the Contracting Officer. Offerors who receive MOA awards will be immediately granted access to the eFAST KSN and may start competing for new contract opportunities under eFAST.

From past experience, the turnaround time is shorter for offerors who submitted proposals early to receive MOA awards than those submitted close to the proposal due date.

Unsuccessful offerors will be notified at the end of the procurement process.

(f) The FAA will conduct a Post-Award Conference. Date and time will be announced after award of all the MOAs.

(g) If the offeror is not a current FAA contractor, they will be required to complete the Attachment J-12 (Delphi Vendor Entry Worksheet) and include it via the instructions provided on KSN.

(h) The MOA holder will be afforded opportunities to market its services to FAA customers. Formats, schedules, and venues will be announced at a later date.

L.6 Electronic Offers

(a) The offeror must submit responses to this SIR in accordance with the instructions provided via the online tool. Your offer must arrive at the place and by the date and time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information

required and a statement specifying the extent of your agreement with all the FAA's terms, conditions, and provisions.

(c) The FAA may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) The FAA reserves the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(End of provision)

L.7 Types of Contract

The FAA contemplates making multiple Master Ordering Agreements with contract types including but not limited to Firm-Fixed Price, Fixed Price Level of Effort, Cost Reimbursement, Time and Materials, and Labor Hours contracts.

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 SIR PROCESS DESCRIPTION

This SIR will solicit proposals from small businesses and SEDBs including 8(a), MOB, WOB, VOB, SDVOSBs and ANCs. In order to be pre-qualified to obtain a MOA, offerors must submit proposals in accordance with Section L. Results of proposal evaluations will be forwarded to the SSO. The SSO will select for award the proposals that meet this SIR's requirements. The number of MOA awards will depend on the number and quality of proposals received.

M.2 BASIS FOR AWARD

The FAA will not award any task orders as a direct result of this solicitation. However, the solicitation will result in the award of MOAs to qualified and responsible small business vendors, including SEDBs, 8(a)s, SDVOBs and ANCs. The MOAs will establish the eligibility of these vendors for future awards under eFAST. The number of MOA awards will depend on the number and quality of proposals received. The agency will make awards to offerors who, as demonstrated by their proposals, are qualified to perform work in one or more of the functional areas identified in this SIR and who, in accordance with the criteria below, offer prices that represent best value to the FAA.

M.3 PROPOSAL EVALUATION PROCESS

Proposals will be reviewed and evaluated for the following:

(1) Business Declaration Form and SAM – The FAA will review the offeror's small business size status to determine its eligibility to participate in the eFAST program. The offeror who does not meet this requirement will be removed from further consideration.

(2) Open Ratings Report – The offeror (and its team members) who does not have an Open Ratings report or with an individual rating below 80 will be removed from further consideration.

The offeror's proposed subcontractors who do not have Open Ratings report submissions will not be eligible to participate as subcontractors on the offeror's STA.

No other past performance information will be accepted.

(3) Technical qualifications: The offeror, who demonstrate successful experience in any NAICS code, will qualify in the functional area that includes the NAICS code. Qualification is for eligibility purposes only and does not preclude the requirement for demonstrating technical qualifications and successful past performance pursuant to any future contract/ task order procurements under eFAST.

(4) Offerors may qualify in a functional area by demonstrating work performed on:

- (a) At least one (1) current or recent (if no current) task order performed on GSA Schedule/GWAC, completed within the previous three (3) years from the SIR release date, or

- (b) At least one (1) current or recent (if no current) FAA contract (including BITS II or earlier eFAST task order), ongoing or completed within the previous three (3) years from the SIR release date, or
- (c) At least one (1) current or recent (if no current) non-FAA federal government prime contract, ongoing or completed within the previous three (3) years from the SIR release date, or
- (d) At least one (1) current or recent (if no current) FAA or non-FAA federal government subcontract, ongoing or completed within the previous three (3) years from the SIR release date.
- (e) For paragraphs (a), (b) (c), and (d) immediately above, as an alternate, the qualifying experience may be in a related NAICS code.

The offeror will be eligible for an MOA award only for the functional area(s) where the offeror was evaluated as qualified.

(5) Section K and SAM – The FAA will review the completed Section K and SAM to determine the business responsibility of the offeror.

(6) Exception to SIR Terms and Conditions – The FAA will review any exceptions to the SIR terms and conditions that might affect the rights of the Government.

If exceptions are not included in the proposal, the FAA will assume the offeror does not take any exceptions to the terms and conditions of the SIR.

In conducting the evaluation, the Government may use information provided by the offeror in its proposal as well as information obtained from other sources. While the Government may elect to consider information and data obtained from other sources, the Government is under no obligation to do so and the burden is on the offeror to provide a complete and thorough proposal. Missing proposal information or component(s) identified above and/or non-adherence to proposal format instructions will be considered incomplete, inadequate and/or grossly deficient. Such proposals will be rejected from further consideration.

M.4 PRICE/COST REVIEW AND EVALUATION PROCESS

Price/cost review will use information identified in Section L and focus on the elements of the offeror's proposal as described below.

M.4.1 Proposed Labor Rates

In addition to fairness and reasonableness, pricing must represent best value. The offeror must provide, as their maximum contract prices, rates no higher than their lowest rates from among the following (e.g. their best rates in any of these categories):

1. Offer additional discounts from its BITS II or the original eFAST rates (as a prime or subcontractor). At a minimum, discount must equal the most favorable discount provided from its rates on any individual task order, cross-walked between the comparable BITS II or the original eFAST rates and eFAST labor categories, for any current orders in the NAICS code (as certified by the offeror and supported with documentation); or
2. Offer additional discounts from its GSA Schedule/GWAC rates. At a minimum, discount must equal the most favorable discount provided from its rates on any individual task order, cross-walked between the comparable GSA Schedule/GWAC rates and eFAST labor categories, for any current orders in the NAICS code (as certified by the offeror and supported with documentation); or
3. Offer additional discounts from FAA contract rates (as a prime or subcontractor). At a minimum, discount must equal the most favorable discount provided from its rates on any individual task order, cross-walked between the comparable FAA contract rates and eFAST labor categories, for any current orders in the NAICS code (as certified by the offeror and supported with documentation); or
4. Offer additional discounts from its non-FAA federal government prime contract or subcontract rates. At a minimum, discount must equal the most favorable discount provided from its rates on any individual task order, cross-walked between the comparable non-FAA federal government contract rates and eFAST labor categories, for any current orders in the NAICS code (as certified by the offeror and supported with documentation); or

The offeror must provide cost build-up data (subject to later audit) to support its rates for all labor categories in a functional area.

The offeror must provide significant additional narrative in the online tool if the following elements of its rates exceed the benchmarks given:

1. Individual labor categories with rates that exceed the 75th percentile of the same rates of all current eFAST vendors. Rates are currently available via www.faa.gov/go/efast.
2. Fees for Firm-Fixed Price contracts or Profit for Time and Materials contracts that exceed 10%.
3. A Wrap-Rate (total burdened rate/pay rate) that exceeds 2.0.
4. An Administrative Handling Rate (AHR) that exceeds 4%.
5. An Annual Escalation Rate that exceeds 2.5%.

Should the narrative not be sufficient to support its rates, the Contracting Officer may make a determination that the rates are not “fair and reasonable” and an award may not be made. The offerors are strongly urged not to exceed these benchmarks as the Contracting Officer may elect not to engage in negotiations due to the extensive number of proposals that will be received.

The offeror is advised that its proposed eFAST rates will represent maximum rates, from which the FAA may obtain additional reductions or discounts through the eFAST procurement process for individual contracts.

The Government may supplement the information provided in the proposal through attainment of Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead, etc.

M.4.2 Fixed Fee Rate, Indirect Cost Rate and Administrative Handling Rate (AHR)

The offeror's Indirect Cost Rate and Fixed Fee Rate for cost reimbursement contracts and AHR will be reviewed for realism and reasonableness. Offerors with lower rates may be considered as providing a more cost effective advantage to the Government in contracts seeking subcontracting and provisioning of resources and/or travel. The proposed rates will therefore be considered as a part of the price/cost element by SSO in making an award decision.

M.5 ADDITIONAL DOWN-SELECTS AND/OR FINAL PROPOSAL REVISIONS

The Government does not anticipate the need for Final Proposal Revisions (FPR) and is structuring the process to preclude the need for such. However, at its discretion, pursuant to the FAA AMS, the Government may make one or more down-selections during this evaluation process. Should the Government elect to request FPRs, such request may be made only to those offerors that are down-selected for further consideration (pursuant to the evaluation criteria of this SIR).